

HIGH COURT OF UTTARANCHAL AT NAINITAL

(Court's order whether the case is or not approved for reporting.)

(Chapter VIII Rule 32 (2)(b))

Description of the case.

W.P. No. 641 of 2005 (S/S)
Pradhuman Krishali
Vs
Nagar Palika Parishad Tehri
& others.

Approved for reporting.

Not approved for reporting

Date of decision 20.5.2005

Initial of Judge

IN THE HIGH COURT OF UTTARANCHAL AT NAINITAL

Civil Writ Petition No. 641 of 2005 (S/S)

Pradhuman Krishali
R/o Village Dabri, Patti Jua
Post Office Kafalpani
District Tehri Garhwal Petitioner

Versus

1. Nagar Palika Parishad, Tehri
Through its Executive Officer Boarari
New Tehri, District Tehri Garhwal,
2. Life Insurance Corporation
30, Hazratganj, Lucknow (U.P.)
..... Respondents

Ms. Vikas Pandey, Advocate holding brief of
Mr. V.B.S. Negi, learned counsel for the petitioner.
Mr. N.S. Pundir, learned counsel for respondent No.1.
Mr. Alok Mehra, Advocate holding brief of
Mr. Manoj Tiwari, learned counsel for respondent No.2.

Hon'ble Rajesh Tandon, J.

By means of present writ petition, the petitioner has prayed for a writ of mandamus directing the respondents to pay him the amount of Group Insurance Scheme under Master Policy No. 4912.

2) Briefly stated, the wife of the petitioner namely, Smt. Guddi Krishali was employed in the Nagar Palika Parishad, Tehri as a Clerk. On 13th September, 1998 during her service period she died. Being an employee of the Nagar Palika Parishad, Tehri Garhwal she was member of Group Insurance Scheme No. 4912 for Rs. 25,000/- and for that scheme till her death she was contributing continuously and contribution was being deducted from her salary. According to the petitioner, the Group Insurance Scheme under Master Policy through Nagar Palika Parishad, Tehri was lying in Life Insurance Corporation office at 30 Hazratganj, Lucknow, Uttar Pradesh. Learned counsel for the petitioner submitted that after the death of Smt. Guddi Krishali,

the petitioner applied before the respondent No. 1 for the payment of amount of Group Insurance Scheme but till today amount of Group Insurance policy of wife of the petitioner has not been paid to the petitioner although representations were made several times in this regard. Learned counsel for the petitioner submitted that Life Insurance Corporation may be directed to pay the amount of the insurance policy to the petitioner.

3) Heard Mr. Vikas Pandey, Advocate holding brief of Mr. V.B.S. Negi, Advocate for the petitioner and Mr. Alok Mehra, Advocate holding brief of Mr. Manoj Tiwari, Advocate for respondent No. 2. Both the parties have agreed that the representations made by the petitioner from time to time shall be disposed of within a period of six weeks from the date of production of certified copy of this Order. The respondent No. 2 (Life Insurance Corporation) is duty bound to reimburse the amount of the insurance policy to the petitioner.

4) The Schemes of the Insurance Company are for the welfare of the citizens and not for harassing them.

5) In view of above, respondent No. 2 is directed to settle the claim of the petitioner within a period of six weeks. If the amount is due, the same shall be paid to the petitioner. If the amount is not paid within the aforesaid period, the petitioner shall be at liberty to claim the interest at the rate of 9% per month on the said amount from the respondent No.2.

6) Subject to the aforesaid observation, respondent No. 2 is directed to settle the claim of the petitioner within a period of six weeks. The writ petition is allowed.

(Rajesh Tandon, J.)

Dt.:20th May, 2005
HN